IN THE COURT OF THE DISTRICT JUDGE, BANGALORE.

P. and S. C. No. 39/69.

Sri A. S. Joseph, son of Chowrappa, Door No. 13, III Cross, IV Main Road, Vasanthanagar East, Bangalore-1 ... ... *Petitioner.*

Vs.

Nil. ... ... *Respondents.*

In the matter of the Estate of S. Peter Pereira, deceased

Whereas the abovenamed applicant, 'resident of as' above claiming to be the legal heir of the said S. Peter Pereira deceased, has applied to this Court for a Cetificate under Section 372 of the Indian Succession Act to collect debts payable in respect of the Estate of S. Peter Pereira, deceased resident of No. III Cross, IV Main Road, Vasanthanagar East, Bangalore-1.

Notice is hereby given of the said application and all claimants in the estate of the said S. Peter Pereira, deceased are invited to appear in this Court on the 7th dav of June 1969, when the petition of the said bove applicant will be heard, and the right to the Certificate will be determined.

Given under my hand and the seal of the Court this 5th day of April 1969.

C.GOVINDA RAJU,

16 *District Judge.*

P. and S. C. No. 21/69.

Smt Mynabai *alias* Mynavathi wife of late A. Krishnaji Rao Nikam, No. 189, Shradhannda Bhavan Road, Visveswarapuram, Bangalore-4 and others ... ... *Petitioners.*

Vs.

Smt. Rukmini, daughter of late A. Krishnaji Rao Nikam, and wife of N. T. Bhoj, flat No. 1-Geetant jali Valkeswar Road, Malabar Hills, Bombay-6 and others. ... ... *Respondents.*

In the matter of the Estate of A. Krishnaji Rao Nikam, deceased.

Whereas the abovenamed applicant resident of 'as above, claiming to be the legal heir of the said A. Krishnaji Rao Nikam, deceased, has applied to his Court for a Certificate under Section 372 of the Indian Succession Act to collect debts payable in respect of the Estate of A. Krishnaji Rao Nikam, deceased, resident of No. 189, Shradhananda Bhavan Road, Vishveswarapuram, Bangalore-4.

Notice is hereby given of the said Application and all claimants in the estate of the said A. Krishnaji Rao Nikam, deceased, are invited to appear in this Court on the 31st day of May 1969 when the petition of the said applicant will be heard, and the right to the Certificate will be determined.

Given under my hand and the seal of the Court, this 28th day of March 1969.

C. GOVINDA RAJU,

17 *District Judge.*

OFFICE OF THE DIRECTOR OF STORES PURCHASE, DEPARTMENT 18 CUBBON ROAD, BANGALORE-1.

Dated 4th March 1969

To

The Firms noted in the Schedules.

GENTELMAN,

Sub:—Supply of Iron Safes and Cash Boxes to all the Office of the Government of Mysore on Rate Contract basis.

Ref:—Enquiry No. P4/RC/278 December 1967, Local Indent No. 24, 9/P4/RC/268 March 1969.

No. SPD/P4/1688. The Stores Purchase Department have been pleased to accept your quotation for the supply of steel furniture described in the undermentioned schedules at the prices specified therein. Please arrangs to supply them on indents received from the Officers of Mysore Government Departments from time to time. This contract will be subject to the following conditions :—

1 The contract will be in force up to 31st March 1969.

2 This contract shall be deemed to be limited to only such numbers as may be drawn during the period of contract.

3 The articles will be required to be delivered on the indents from the departments at the destinations to be specified by them within a period not exceeding one month from the date or receipt of indent in exact conformity to the specifications included in the schedule enceosed, otherwise they will be rejected at your entire risk

4 Failure to make supply, whether of a portion of the material or the entire quantity as per the terms of the indentor; non-performance or non-supply in time or regularly, or supplying materials, which does, not conform to the specifications, quantity prescribed, or to the sample approved or which is found defective in any other way or for breach of any of the conditions stipulated will entail enforcement of one or more of the following :—

(a) Cancellation of the indent or order in part or in whole.

(b) Imposition of the penalty at the rate specified in the indent or if no such rate is specified. at a sum not exceeding 3 per cent of the value of the order, at the discretion of the Director, Stores Purchase Department.

(c) Forfeiture or adjustment of earnest money or/and Security Deposit in whole or to the extent necessary considered fit by the Director, Stores Purchase Department.

(d) Recovery of extra cost, if any incurred by the Department in securing the material from other sources by adjustment from money due to the defaulter or otherwise.

5 Whatever may be the conditions of the sales specified or indicated in the tender quotations it is only the conditions indicated in the schedule of order and in the tender Notification that will bind the Stores Purchase Department or the indenting Department and if any successful tenderer wishes that some other conditions quoted by him should also be accepted, he should specifically raise the issue as soon as the schedule of the orders reach him and got the same accepted or clarified.

6 Each article should bear the manufacturer's trade mark or other distinguishing marks in addition to the particulars specified in the Indent and with a certificate from the manufacturer that the tenderer is his authorised agent.

7 You should now arrange to enter in to an agreement with the undersigned on a Mysore Government Stamp paper of the value of Rs. 3 (Three Rupees only) undertaking to abide by the above conditions and to deposit a security amount of Rs. 1,000 in the Reserve Bank of India, Bangalore, within a week from the date, failing which the order will be cancelled. Those who have furnished Bank Guarantee of Rs. 25,000 are exempted from payment of Security Deposit.

8 The bills of cost should be sent in Triplicate to the respective Indenting officer, who will arrange payment.

9 No enhancement of rates can be granted on any account during the period of contract unless stated otherwise in the schedule.

10 No application for assistance to get the quota of raw materials will be entertained. Tenderers should make their own arrangements to secure the same and to supply the goods in time.

11 You should replace all damaged or defective supplies due to defective/packing/forwarding or handling in transit by the carriers as the case may be within 15 days of receiving such report from the Indentors

12 The conditions and other general conditions of the enquiry be strictly adhered to.

13 It is open to Stores Purchase Department to include in the Rate Contract subsequently other firms who had already participated, but whose officers have not been finalised.

14 Monthly statement as per the enclosed *proforma* of supply order received and supplies made during each month should be forwarded by the supplies to the Director. Stores Purchase Department on 10th of the succeeding month and the statement should be forwarded till all the supply orders are fully complied with.

15 Supply of steel furniture should be made only after inspection of the articles by the Inspection Wing of the Directorate of Industries and Commerce, Bangalore, which will be done even during the process of manufacture and each article of steel furniture should bear the seal of the said Inspection wing before they are delivered to the Indentors and a certificate testifying the quality enclosed each time supplies are made.

For purposes of inspection, gauges should be measured but the Inspecting Officer and the Indentor should fully verify whether the materials conform to the specifications ordered, in respect of all other details suche as size, workmanship etc., In case of doubts, the samples kept in the Office of the Director, Commerce and Industries Department may be referred to. The fact that the materials are inspected and approved by the Inspecting Officer is not a valid reason for the Indentor to accept Stores without varification. The indentor can reject part or full supply, if in his opinion the materials supplied do not conform to specification ordered.

16 *Payment*:—75 per cent payment against R/R (not through Bank) when accompanied by the Inspection Report and Bill. The balance will be payable after receipt of materials in good condition and verification. The indentor should make use of the benefit of rebate.

Please acknowledge receipt of t is order and quote the above Local Indent number in all your correspondence relating to this contract.

Local Indent No. P4/RC/268/March 69.

Schedule of order placed with the firms noted below:—

1 M/s. B. F. Deen and Company, 19-A. Mysore Road Near City Market, Bangalore. 2.

2 M/s. Essbe Industries, 495-III Block Rajajinagar, Bangalore-10.

Item No.	Description of Material	Free delivery within Bangalore corporation limits.
1	2	3
I	*Iron Safe* :—Burglar resisting but non-fire proof a single door made of ¼" best M.S. plate bend cold with single point at the bottom substantially made by putting a full plate, all the sixteen edges being bent cold and the corners welded. The safe will have drawers at the bottom fitted with best lever locks and a shelf in the centre and a secret chamber. The door will be fitted with air patent lock having 6 levers fitted with A.B.C. locking arrangements and check keys (A.B.C.) protected by drill and hammerproof steel plate and having independent keys for the drawers. All round 1/8" or 10 g. The safe is painted with rust proof and cracking proof enamel and finish and corner adjustments should be satisfactory. The keys should be non-interchangeable. The check keys should be supplied in duplicate set (two sets)	Rs.p
(1)	(a) Size 30" x 21" x 21" (out side)	499—20
	(b) Size 23" x 19" x 19" (out side)	409—20

1	2	3
II	Fire and Burglar resisting as per above specification, but the safe has a single drawer at the bottom fitted with six lever locks. The fire proof used to be best non conducting and water generating composition. It should be well constructed to prevent any fire accident and also devised and constructed stirdily to prevent Burglar breaking it open.	
	(2) (a) Size: 23 " x 19 " x 19 " (out side)	529—20
	(b) Size: 30 " x 21 " x 21 " (out side)	584—20

N. B.—

1 Sales Tax Extra

2 For outstation delivery Freight charges will be extra, but in no case the charges claimed under this heading should be more than what would be admissible, if the articles had been sent through goods train.

3 It should be strictly noted that it is the firms' responsibility to supply the articles at destination in good condition.

Local Indent No. P4/RC/268 March 1969.

Schedule of order placed with the firms noted below:—

1 M/s. Republic Medico Surgical Co., 21 SJP Road, Bangalore-2.
2 M/s. Innocenta Trade, 115 S. J. P. Boad Cross, Periyanna Street, Bangalore-3.
3 M/s Essbe Industries, 495 III Block, Rajajinagar, Bangalore-10.
4 M/s. Brite Steel Engineering Company, 290-A, Muneswara Block, Palace Guttahalli, Bangalore-3.
5 M/s. Jayalakshmi Steel Industries (P) Ltd., 38, III Main Road Nagappa Block, Srirampuram, Bangalore-21.
6 M/s. Vijaya Enterprises, Arumugam Mudaliar Lane Chickpet, Bangalore-2.
7 M/s. B. F. Deen and Co., 19 Mysore Road, Near City Market, Bangalore-2.
8 Ms. Benaka Engineering Works, Rajajinagar II-Stage, Bangalore-10.
9 M/s. Mysore Boys Industries, S. J. P. Road, Bangalore-2.

Item No.	Description of the material	Free delivery within B.lore corporation Limits.
1	Steel cash Box Size-14 "x 10" x 6" with one tray inside, the outer frame being made of strong steel of 16.G with double locking arrangement and four keys.	Rs —Ps
	1 x 2 locking arrangemeet with 6 lever locks and 4 keys. A good synthetic enamel with water proof and rust proof enamel painting should be done.	93—50

N. B.—

1 Sales Tax Extra

2 For outstation delivery Freight charges will be extra, but in no case the charges claimed under this heading should be more than what would be admissible if the articles had been sent through Goods Train.

3 It should be strictly noted that it is the firms responsibility to supply the articles at destination in good condition.

2912

K. VENKATARAMAIAH,
For *Director*.

6—6